



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



February 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF ASSIGNMENT AGREEMENT WITH
JOHNSON CONTROLS, INCORPORATED FOR
CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board of Supervisors to sign the attached Assignment Agreement between York International Corporation and Johnson Controls, Incorporated to perform chiller equipment maintenance and repair services under County Agreement Number 75360.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the assignment between York International Corporation and Johnson Controls, Incorporated to take over, assume, perform, and complete the work under Agreement Number 75360. Johnson Controls, Incorporated acquired York International Corporation, and this assignment will allow Johnson Controls, Incorporated to continue providing chiller equipment maintenance and repair services without any disruption in service at the Twin Towers Correctional Facility (TTCF).

Implementation of Strategic Plan Goals

The continuation of the contractor's services to provide chiller equipment maintenance and repair services at the central plant located at TTCF supports the County's Strategic Plan Goal 1: Service Excellence, as the recommendations will result in the continued maintenance of the cooling functions within TTCF, and Goal 4: Fiscal Responsibility, as

A Tradition of Service

the costs will remain the same and the Los Angeles County Sheriff's Department (Department) will allocate the necessary funds to pay for these services.

FISCAL IMPACT/FINANCING

This action will not result in any change to the financing provisions of the Agreement. The costs for maintenance and repairs will remain the same and the Department will continue to allocate necessary funds to pay for these services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 15 of the California Code of Regulations sets minimum standards for local detention facilities, including building temperatures. The Department must maintain building temperatures where inmates are housed according to these standards. To meet that standard, the Agreement with York International Corporation, was approved by your Board on August 30, 2005, for a term of one year with options to extend for four (4) one-year periods. The Department is currently in its first option year.

The Assignment Agreement between York International Corporation, and Johnson Controls, Incorporated does not change the established maintenance schedules or provision for all general and emergency repairs provided by York International Corporation. Under the Assignment Agreement, Johnson Controls, Incorporated will assume all of the rights, responsibilities, and liabilities previously held by York International Corporation.

County Counsel has reviewed and approved this Assignment Agreement as to form.

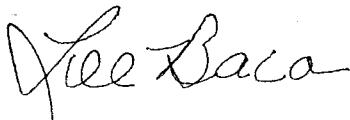
IMPACT ON CURRENT SERVICES

There will be no negative impact on the Department's operations and services. Services will continue to be provided under the same terms of the existing contract.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" and last name "Baca" clearly distinguishable.

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES
AGREEMENT NO. 75360
CHILLER EQUIPMENT MAINTENANCE & REPAIRS SERVICES

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT between YORK (sometimes referred to as "Assignor"), Johnson Controls, Inc. (sometimes referred to as "Assignee") and the County of Los Angeles, hereafter called the "Customer" or "County" and executed this _____ day of _____ witnesseth:

THAT WHEREAS, the Customer entered into that certain Chiller Equipment Maintenance and Repairs Services Agreement No. 75360 with YORK, effective 8-30-05 and adopted by the Board of Supervisors, County of Los Angeles on 8-30-05, to perform services required by the Customer (the "Agreement");

WHEREAS, Johnson Controls, Inc. desires to take over, assume, perform, and complete the Agreement;

WHEREAS, the Customer has agreed to the assumption by Johnson Controls, Inc. of said Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

The Customer, YORK, and Johnson Controls, Inc. hereby agree that Johnson Controls, Inc., effective _____, will take over, assume, perform, and complete the Agreement, including any indemnification obligations thereunder pursuant to the terms of the Agreement. This Assignment Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

Assignee accepts the assignment to it by Assignor of all of Assignor's right, title and interest in and to, and the delegation to it by Assignor of all of Assignor's duties and obligations under the agreement

Assignee covenants that it approves, ratifies and confirms all terms, covenants and conditions and provisions of the Agreement, that it will perform at its own expense all duties and obligations imposed on Assignor by the Agreement and that it will be bound by all the terms, covenants, conditions provisions and obligations of the Agreement after the effective date of the assignment.

County agrees to and acknowledges the assumption and the Agreement by Assignee to perform and be bound by all terms, conditions, covenants, and provisions of the Agreement, and all duties and obligations of Assignor under the Agreement.

This consent relates only to the assignment described herein. Assignee may not assign any interest in the Agreement without County's prior written consent which consent may be withheld or delayed in the sole discretion of County.

COUNTY OF LOS ANGELES
AGREEMENT NO. 75360
Chiller Equipment Maintenance & Repairs SERVICES

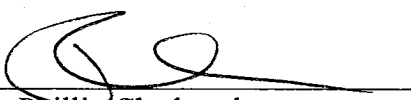
IN WITNESS WHEREOF, Johnson Controls, Inc. and YORK has subscribed this Assignment Agreement, or caused it to be duly subscribed and the County of Los Angeles, by order of its Board of Supervisors has caused this Assignment Agreement to be subscribed on its behalf by it duly authorized officers and attested by the Executive Officer-Clerk of the Board of Supervisors, thereof the date first above written.

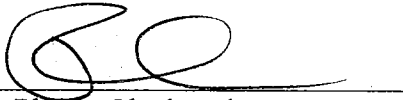
COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

YORK/JOHNSON CONTROLS, INC.

JOHNSON CONTROLS, INC.

By: 
Phillip Claybrooke
Its: LA Metro Branch Manager

By: 
Phillip Claybrooke
Its: LA Metro Branch Manager

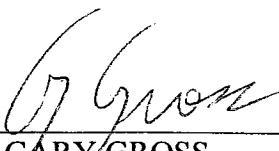
ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
GARY GROSS
Principal Deputy County Counsel

Date: 12/22/06